

REMARKS

The following remarks are respectfully submitted in response to the Office Action dated January 9, 2008. For the following reasons, this application should be considered in condition for allowance and the case passed to issue.

Claims 1-15 and 17-20 were rejected under 35 U.S.C. §102(e) as being anticipated by Waddington et al. Claim 16 was rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington in view of Shore. Claims 21-23 were rejected under 35 U.S.C. §103(a) as being unpatentable over Waddington. These rejections are hereby traversed and reconsideration and withdrawal thereof are respectfully requested. The following is a comparison of the present invention with the Waddington and Shore references.

As discussed in the previous response, the present invention relates to a method and apparatus for buyer created invoicing. In claim 1, for example, the embodiments of the invention include a method of creating invoices for goods or services supplied to a buyer from a supplier. The method comprises receiving the goods or services of the buyer, the receipt of the goods or services evidenced by a receipt document. The buyer generates invoices based on a receipt document and provides the generated invoices to the supplier. Claims 10 and 17 also describe creation of invoices by the buyer. The cited reference of Waddington fails to show or suggest this feature.

In rejecting claims 1-4, the Examiner states that Waddington discloses the limitation of the buyer generating invoices based on the receipt document and providing the generated invoices to the supplier referring to at least paragraph [0011]: buyer verifies contents using shipping record and item lists. However, a delivery record evidencing receipt of the goods at the buyer is not the same as a buyer created invoice. The Examiner appears, in his rejection of claims 21-23, to accept that an invoice includes both quantities and prices of goods or services.

Such a document is not being created by the buyer in Waddington. Nor would it be obvious to do so, since Waddington has the seller creating invoices, see paragraphs [0118], [0122], [0123], for example.

The Examiner has stated that he fully considered Applicant's arguments but deemed them not persuasive. The Examiner has previously asserted that the term "invoice" is, given a broadest reasonable interpretation, simply a list of goods shipped or services rendered. Therefore, in order to generate the invoice, the Examiner asserts that one may generate either a list of goods shipped, or a list of services rendered. The Examiner continued by stating that in the case of the Waddington reference, paragraph [0011] discloses how a customer, upon delivery of goods, creates a delivery record, listing the goods that are actually delivered in comparison to goods that were supposed to be delivered. Thus, the customer is said to generate an invoice by creating a list of goods shipped. The fact that in Waddington the distributor generates invoices does not preclude the consumer from creating additional invoices, according to the Examiner.

The Examiner's arguments against patentability therefore rest on the interpretation of the word "invoice". It is respectfully submitted that the Examiner has failed to employ the terminology used in the patent application, the terminology employed by the cited reference of Waddington, the terminology commonly accepted, and instead has created his own interpretation.

Applicant makes clear that the use of the term invoice is separate and distinct from a mere listing of goods or services received. Paragraph [22] of the application states that "Upon receipt of the goods that the buyer obtains, as indicated in step 22, the delivery order or receipt traveler is received and generated. Hence, the receipt of the goods or services is evidenced by this receipt document, either the delivery order or the receipt traveler."

Paragraph [23] goes on to say “With the receipt of the goods evidenced by the receipt document, such as the delivery order or the receipt traveler, the buyer can create an invoice as depicted in step 24.” Further, paragraph [04] it states that “It is common practice for the supplier of the goods and services to generate an invoice and send it to the buyer. The buyer then typically pays the supplier according to the invoice received. The buyer usually has in place some type of system to detect that the seller-created invoice correctly reflects the quantity and price of the goods and services that were provided.” Hence, the use of the term “invoice” as employed in the specification shows that the quantity and price of the goods or services are provided, and the invoice is not just a list of goods and services. The claims are consistent with this interpretation. For example, in claim 1, a receipt document is considered to be separate and distinct from the invoice. The buyer generates an invoice based on the receipt document. Claim 2 recites the receipt document reflects actual goods or services received at the buyer.

The Examiner has not cited to any authority to support his interpretation of the term. “invoice”, but merely states what he considers to be the broadest reasonable interpretation of the term. Waddington, however, does use the term “invoice” in conjunction with the distributor, but not the customer.

The Examiner relies on paragraph [0011] of Waddington, which does not use the term “invoice” at all. The customer is said to verify the contents of the shipping unit using a listing of the items within the container of the shipping record. The customer electronically records any discrepancy between the contents of the shipping unit and the listing in the shipping record. The method further includes creating a delivery record of the delivery by electronically reading the identifier as the shipping unit is delivered. The receipt record of receipt of the shipping unit may also be created by identifying the shipping unit and recording any differences between items

listed on the shipping record and the items within the container. Nowhere in paragraph [0011] is the term “invoice” used. What are described are merely listings of the items that were shipped, and the comparison of the same by the buyer. Are these listings the same as “invoices”? A fair review of Waddington would lead one of ordinary skill in the art to believe that Waddington does not consider invoices to be the same as a mere listing. How do we know this? Because Waddington actually uses the term “invoices”, but not to refer to a mere list of goods or services.

Waddington considers the delivery information to include the invoice, such as the invoice date, account number, invoice number. See, for example, paragraph [0118] of Waddington.

In paragraph [0122], it is said that the retail store 16 downloads shipping and invoice data from the distribution center computer systems or retail computer system at step 310.

In paragraph [0123] it states the distribution sensor computer sends files containing shipping and invoice data to the retail store computer system.

In paragraph [0123] it states “next the receiving agent reconciles the actual receipt of the ordered items of the shipment and invoice data on the retail device 300 at step 318”.

The only conclusion that can be reasonably drawn from the actual disclosure is that Waddington creates the invoices at the distributor, and not at the buyer. The term “invoice” is used exclusively with its creation by the distributor in Waddington. If Waddington were to have disclosed the creation of invoices by the buyer, Waddington would have used this term in relation to the buyer, since Waddington was well aware of the use of the term “invoice”. But Waddington did not do so. Instead, Waddington specifically employed the term “invoice” only in relation to documents created by the distributor, and not by the buyer.

In order to anticipate claims of an application under 35 U.S.C. §102, a single prior art reference must identically disclose each and every item of the claimed invention. Waddington

clearly shows the creation of invoices by a distributor, and the use of the term “invoice” in this context. Just as clearly, Waddington fails to use this same term when discussing actions by the buyer. Waddington therefore differentiated between invoices and a list of goods. Had Waddington meant for the buyer to create invoices, Waddington could have easily described this in the specification by using the term “invoice” in connection to what the buyer creates. But Waddington did not and therefore, there is no unambiguous disclosure of a buyer creating an invoice in Waddington, at least as that term is understood and used by Waddington.

Essentially, the Examiner has ignored the fact that Waddington has already used the term “invoice” with respect to the distributor, but has failed to employ that same term with respect to the buyer.

Finally, the commonly accepted meaning for invoice is as a bill, including pricing information. See Merriam-Webster’s Collegiate Dictionary, Tenth Edition, p. 617, invoice “1: an itemized list of goods shipped usu. specifying the price and the terms of sale: BILL”. Neither Waddington nor the application uses the term “invoice” in a contrary manner to this common understanding.

For all of these reasons, claims 1-15 and 17-20 should be allowable over the art of record and the rejection under 35 U.S.C. §102(a) has been entered by Waddington et al. be reconsidered and withdrawn.

The rejection of claim 16 states that it is known to include forwarding an invoice by electronic mail in a similar environment. Shore fails to overcome any of the deficiencies noted with respect to Waddington. Hence, even if Shore discloses the features asserted by the Examiner, the combination of Waddington and Shore fails to show or suggest the claimed invention. Reconsideration and withdrawal of claim 16 is therefore respectfully requested.

Claims 21-23 were rejected based on Waddington. The Examiner considered the acknowledgement of an invoice to include both quantities and prices of goods or services to be an admission of prior art. Applicant has never claimed to have invented invoices. But this “admission” does not change the fact that Waddington fails to disclose, mention or suggest methods and systems in which the buyer creates invoices. In Waddington, as argued extensively above, only the seller or distributor is described as creating invoices. What the buyer creates in Waddington is not an invoice, which includes quantities and prices of goods or services. Hence, even assuming there is an admission that prior art invoices include both quantity and price, claims 21-23 would not be obvious since the buyer in Waddington is not disclosed as creating invoices of any kind. Only the seller is disclosed as creating invoices, and it can be assumed that such invoices include quantity of goods and prices. But such an assumption relating to the seller created invoices has no bearing on the patentability of claims 21-23.

Accordingly the rejection of claims 21-23 under 35 U.S.C. §103(a) should be reconsidered and withdrawn and such action is respectfully requested.

In light of the discussion above, this application should be considered in condition for allowance and the case passed to issue. If there are any questions regarding this response or the application in general, a telephone call to the undersigned would be appreciated to expedite the prosecution of the application.

10/821,275

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 502624 and please credit any excess fees to such deposit account.

Respectfully submitted,

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